

Case No. BZA 31-87 - HCA Health Services of Kansas, Inc., requests a variance to increase the maximum building coverage from 33 1/3 percent to not more than 55 percent on property zoned the "BB" Office District & generally located

Posted

ACTION

BZA 31-87 approved 9/28/87 DATE

Com' 1/4 Sec 9-23-87

Sheet 10-22

Record

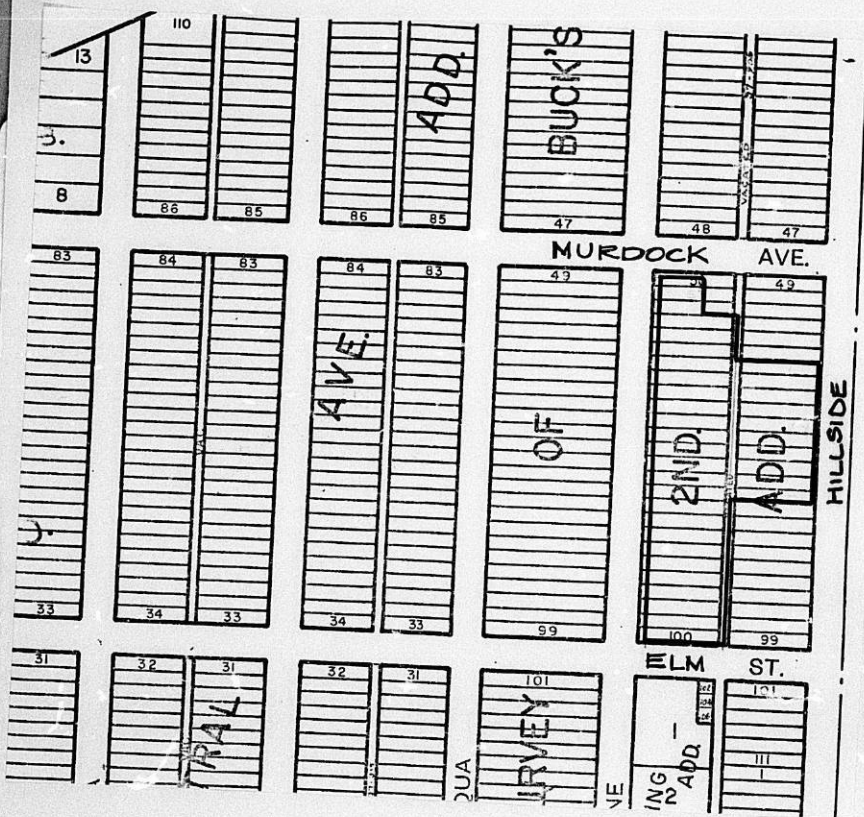
56488

Map No. 5648B

BZA 3/87
Filed 6-24-87

AREA DATA:

1. Acres: 2.9 acres (irregular ft. by _____ ft.)
2. Adjoining Zoning: E BB SABBB W A N ABBB
3. Land Use: East hospital South medical offices
West one two-family dwellings North medical offices
4. Area (is) (is not) platted.



LOS ANGELES REGISTERED PROFESSIONAL LAND SURVEYOR
No. 2153C
WANTHROP, IN
MADRON, TR-LOCUST GROVE, GA
U.S.A.

Shaw
No. 2153C

August 12, 1987

Kenneth P. Stewart
1030 First National Bank Building
Wichita, Kansas 67202

Re: BZA 31-87 - Request for Variance (Between Hillside and Lorraine
and between Elm and Murdock)

Dear Mr. Stewart:

Enclosed is a signed copy of the Resolution adopted by the Board of
Zoning Appeals on July 28, 1987.

This Resolution reflects the official action of the Board to grant your
request and sets out the conditions of approval. It is forwarded to you
for your information and files. The required street dedications will be
forwarded to the City Council for acceptance on August 25, 1987.

If you have questions concerning this matter, please call our office.

Sincerely,

Jack H. Galbraith
Secretary

GEL/lw

Enclosure

cc: HCA Health Services of Kansas, Inc., 550 N. Hillside, Wichita, 67214
Monty Robson, Superintendent of Central Inspection (2)
Dale Rea, Deputy City Clerk

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged,

the undersigned, Mary J. Blood

being the owner of the following described real estate in Sedgwick County, Kansas, to wit:

The north five feet of Lot 49 on Hillside Avenue in Resurvey of Buck's 2nd Addition to Wichita.

do hereby dedicate the above-described real estate to the public for street purposes.

Executed this 30th day of July, 1987.

Mary J. Blood

Mary J. Blood

STATE OF KANSAS)
SEDGWICK COUNTY)SS

BE IT REMEMBERED, that on this 30th day of July,
came Mary J. Blood

to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above-written.

Submitted to the Wichita-Sedgwick County Metropolitan Area Planning Commission and the City Council of the City of Wichita, Kansas, and approved by said City Council of the City of Wichita, Kansas,

this day of

City Clerk

Jo Ann Damon
Notary Public

My Commission Expires: Feb. 11, 1989



RESOLUTION CASE NO. 31-87

WHEREAS, HCA Health Services of Kansas, Inc., 550 N. Hillside, Wichita, Kansas 67214, pursuant to Section 2.12.590.B, Code of the City of Wichita, requests a variance to increase the maximum building coverage from 33 1/3 percent to not more than 55 percent on property zoned the "BB" Office District and legally described as follows:

Odd Lots 61 thru 79 and the north 15 feet of Lot 81 on Hillside Avenue and the east half of vacated alley adjacent on the west; and the west 86.5 feet of Even Lots 50, 52 and 54 on Lorraine, except the north 5 feet of Lot 50 and except the west 5 feet of Lots 50, 52 and 54 for streets; and all of Even Lots 56 thru 100 on Lorraine, except the west 5 feet for street, and including the west half of vacated alley adjacent on the east; all in Resurvey of Buck's 2nd Addition to Wichita, Sedgwick County, Kansas. Generally located between Hillside and Lorraine and between Elm and Murdock.

WHEREAS, proper notice as required by ordinance and by the rules of the Board of Zoning Appeals has been given; and

WHEREAS, the Board of Zoning Appeals did, at the meeting of July 28, 1987, consider said application; and

WHEREAS, the Board of Zoning Appeals has proper jurisdiction to consider said request for a variance under the provisions of Section 2.12.590.B, Code of the City of Wichita; and

WHEREAS, the Board of Zoning Appeals has found that the variance arises from such condition which is unique to the property in question and which is not ordinarily found in the same zone or district; and is not created by an action or actions of the property owner or the applicant inasmuch as almost half of the proposed lot coverage consists of a four-level parking garage which will provide much more parking than could be provided on the surface of the site; and

WHEREAS, the Board of Zoning Appeals has found that the granting of the permit for the variance will not adversely affect the rights of adjacent property owners or residents inasmuch as entire block is now or in the near future to be owned by the applicant and the construction of a parking garage will alleviate on-street parking in the neighborhood; and

WHEREAS, the Board of Zoning Appeals has found that the strict application of the provisions of Title 28 (Zoning Ordinance) of which variance is requested will constitute unnecessary hardship upon the property owners represented in the application inasmuch as the 33 1/3 percent lot coverage limitation would prohibit the construction of the parking garage and hence more surface parking would have to be provided; and

WHEREAS, the Board of Zoning Appeals has found that the variance desired will not adversely affect the public health, safety, morals, order, convenience, prosperity or general welfare due to the fact that adequate street right-of-way and utility easements are being acquired; and

WHEREAS, the Board of Zoning Appeals has found that the granting of the variance desired will not be opposed to the general spirit and intent of Title 28 (Zoning Ordinance) inasmuch as one of the main reasons for the lot coverage limitation is to reserve adequate area for on-site parking but the proposed parking garage will provide more on-site parking than could be provided on the surface; and

WHEREAS, each of the five conditions required by Section 2.12.590.B, Code of the City of Wichita, to be present before a variance can be granted has been found to exist.

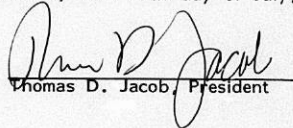
NOW, THEREFORE, BE IT RESOLVED by the Board of Zoning Appeals of the City of Wichita that this request for a variance to increase the maximum building coverage from 33 1/3 percent to not more than 55 percent on property zoned the "BB" Office District and legally described as follows:

Odd Lots 61 thru 79 and the north 15 feet of Lot 81 on Hillside Avenue and the east half of vacated alley adjacent on the west; and the west 86.5 feet of Even Lots 50, 52 and 54 on Lorraine, except the north 5 feet of Lot 50 and except the west 5 feet of Lots 50, 52 and 54 for streets; and all of Even Lots 56 thru 100 on Lorraine, except the west 5 feet for street, and including the west half of vacated alley adjacent on the east; all in Resurvey of Buck's 2nd Addition to Wichita, Sedgwick County, Kansas. Generally located between Hillside and Lorraine and between Elm and Murdock.

be approved subject to the following conditions:

1. Prior to release of the resolution, the applicant shall dedicate five feet of additional right-of-way for Murdock adjacent to Lot 49 and adjacent to Lot 50 except the west 86.5 feet thereof, in Resurvey of Buck's 2nd Addition.
2. The lot coverage for the "BB" zoned property shall not exceed 55 percent.
3. Development of the application area shall include a parking garage of the approximate size as indicated on the proposed development plans dated June 26, 1987.

ADOPTED AT WICHITA, KANSAS, this 28th day of July, 1987.


Thomas D. Jacob, President

ATTEST:


Jack H. Galbraith, Secretary

August 4, 1987

Kenneth P. Stewart
1030 First National Bank Building
Wichita, Kansas 67202

Re: BZA 31-87 - Request for Variance (Between Hillside and Lorraine
and between Elm and Murdock)

Dear Mr. Stewart:

At the regular meeting of the Board of Zoning Appeals on July 28, 1987, your request for a variance to increase the maximum building coverage from 33 1/3 percent to not more than 55 percent was considered. It was the action of the Board to grant your request subject to the following conditions:

1. Prior to release of the resolution, the applicant shall dedicate five feet of additional right-of-way for Murdock adjacent to Lot 49 and adjacent to Lot 50 except the west 86.5 feet thereof, in Resurvey of Buck's 2nd Addition.
2. The lot coverage for the "BB" zoned property shall not exceed 55 percent.
3. Development of the application area shall include a parking garage of the approximate size as indicated on the proposed development plans dated June 26, 1987.

A Resolution setting forth the official action of the Board is being prepared and you will be mailed a copy as soon as we receive the dedications required in condition #1 above.

If you have any questions, please call our office.

Sincerely yours,

Jack H. Galbraith
Secretary

JHG/lw

cc: HCA Health Services of Kansas, Inc. 550 N. Hillside, Wichita, KS 67214
Monty Robson, Superintendent of Central Inspection (2)
Dale Rea, Deputy City Clerk

LAW OFFICES OF
BOYER, DONALDSON & STEWART

1030 FIRST NATIONAL BANK BUILDING

WICHITA, KANSAS 67202-3395

GEORGE J. HONDROS (1910-1962)
PAUL J. DONALDSON (1911-1978)

JOHN E. BOYER
KENNETH P. STEWART
JAMES R. HANSON
ROBERT L. SMITH
JOHN H. GIBSON
MICHAEL L. NORTH
PAMELA E. BAILEY
CARL L. WAGNER

364-7321
AREA CODE 316

July 23, 1987

Mr. Bill McKinley
Traffic Engineer
City of Wichita
City Hall, 455 North Main
Wichita, Kansas 67202

Re: Wesley Fitness Center Development
Our File H-3141

Dear Bill:

This will simply confirm our telephone conversation earlier this week concerning the Walker parking/traffic study.

You are satisfied with the study itself and specifically with the conclusions and recommendations at pages 30 and 31.

It is my further understanding that the Metropolitan Area Planning Department and yourself have determined that the requirements on Wesley arising out of the previous concerns of the Sleepy Hollow neighborhood have been satisfied.

It is my final understanding that we will be receiving from the City appropriate acknowledgments concerning these matters. As always, your cooperation is much appreciated.

Yours very truly,

BOYER, DONALDSON & STEWART

By: 

DW/KPS2/11r

cc: Mr. Jack Galbraith
Mr. Mike Lindebak
Mr. A. B. Davis, Jr.
Mr. Tom Nester
Mr. Mel Lyerla
Mr. J. Michael Gould
Mr. Randall W.K. Dover
Mr. Randy C. Caldwell
Mr. Richard T. Klatt

RECEIVED

JUL 24 1987

METROPOLITAN PLANNING

ROUTE

THE CITY OF WICHITA

OFFICE OF Citizen Participation DATE July 22, 1987

TO Louise Oliverez, Principal Planner

FROM CPO Office ^{BLC}

SUBJECT BZA 31-87: Between Hillside
and Lorraine and between Elm
and Murdock

On Tuesday, July 21, CPO Atwater/University Neighborhood Council 1B considered the captioned case, a request for a variance to increase the maximum building coverage from 33 1/3 percent to not more than 55 percent on property zoned the "BB" Office District. Council members were provided the notice to adjoining property owners and a map of the area. After extensive discussion, the Council voted 8-0 to recommend approval of the request.

The agent, Kenneth Stewart, was present to describe the request and respond to questions from the Council members and three area residents. Mr. Stewart displayed a site plan and stated that the applicant would need to increase the percentage of building coverage to accommodate current building plans.

The area residents voiced concerns about the following: 1) potential problems with increased drainage, 2) height of the proposed garage, and 3) future development plans by the hospital. Council members recommended that the drainage concerns be addressed in the proposed building plans.

Please provide these comments to the Board of Zoning Appeals when case BZA 31-87 is considered.

BLC:dm

RECEIVED
JUL 22 1987
METROPOLITAN PLANNING
ROUTE _____

SECRETARY'S REPORT

CASE NUMBER: BZA 31-87

OWNER/APPLICANT/AGENT: HCA Health Services of Kansas, Inc. (owner)
Kenneth P. Stewart (agent)

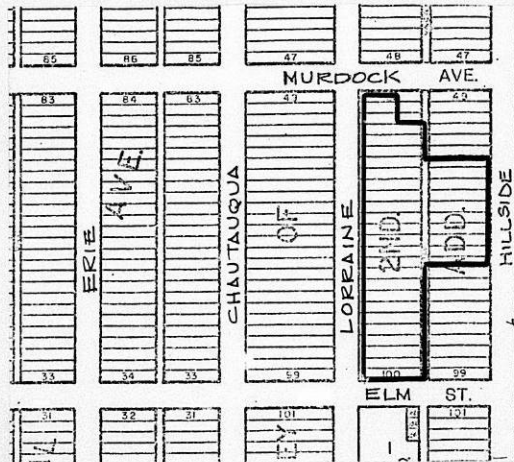
REQUEST: Variance to increase the maximum building coverage from 33 1/3 percent to not more than 55 percent.

CURRENT ZONING: "BB" Office District

SITE SIZE: 2.9 acres

LOCATION: Between Hillside and Lorraine and between Elm and Murdock.

PROPOSED USE: Medical office buildings, fitness center and parking garage.



JURISDICTION: The Board has jurisdiction to consider the variance request under the provisions outlined in Section 2.12.590.B, Code of the City of Wichita. The Board may grant the request when all five conditions as required by the State Statutes are found to exist.
BZA 31-87 SR

BACKGROUND: The applicant is requesting a variance to increase the maximum building coverage from 33 1/3 percent to not more than 55 percent on property zoned the "BB" Office District and located between Hillside and Lorraine and between Elm and Murdock. The applicant owns, or has a contract to purchase, the entire block but only the "BB" lots are included in this application as that is the only zoning district with a lot coverage restriction. A site plan for the entire block has been submitted which shows two proposed medical office buildings, a fitness center and a parking garage. These proposed uses would cover approximately 55 percent of the "BB" zoned area or approximately 45 percent of the entire block.

ADJACENT ZONING AND LAND USE:

NORTH	A, B, BB	Single-family house, undeveloped, medical offices
SOUTH	A, B, BB	Medical offices
EAST	BB	Hospital
WEST	A	Single-family houses, duplex

UNIQUENESS: It is the opinion of staff that this property is unique inasmuch as almost half of the proposed lot coverage consists of a four-level parking garage which will provide much more parking than could be provided on the surface of the site.

ADJACENT PROPERTY: It is the opinion of staff that the granting of the variance requested will not adversely affect the rights of adjacent property owners inasmuch as the entire block is now or in the near future to be owned by the applicant and the construction of a parking garage will alleviate on-street parking in the neighborhood.

HARDSHIP: It is the opinion of staff that the strict application of the provisions of the zoning ordinance may constitute an unnecessary hardship upon the applicant inasmuch as the 33 1/3 percent lot coverage limitation would prohibit the construction of the parking garage and hence more surface parking would have to be provided.

PUBLIC INTEREST: It is the opinion of staff that the requested variance would not adversely affect the public interest inasmuch as adequate street right-of-way and utility easements are being acquired.

SPIRIT AND INTENT: It is the opinion of staff that the granting of the variance requested would not be opposed to the general spirit and intent of the zoning ordinance inasmuch as one of the main reasons for the lot coverage limitation is to reserve adequate area for on-site parking but the proposed parking garage will provide more on-site parking than could be provided on the surface.

RECOMMENDATION: Should the Board determine that all five conditions necessary to the granting of a variance can be found to exist, then it is the recommendation of staff that the variance be granted subject to the following conditions:

1. Prior to release of the resolution, the applicant shall dedicate five feet of additional right-of-way for Murdock adjacent to Lot 49 and adjacent to Lot 50 except the west 86.5 feet thereof, in Resurvey of Buck's 2nd Addition.
 2. The lot coverage for the "BB" zoned property shall not exceed 55 percent.
- BZA 31-87 SR

BZA CASE NO. 31-87

<u>2</u>	NOTICES SENT TO APPLICANT/AGENT
<u>14</u>	LEGAL ADVERTISEMENT SENT TO MAPC & BZA
<u>1</u>	NOTICES SENT TO CPO
<u>27</u>	NOTICES SENT TO ADJOINING PROPERTY OWNERS
<u>30</u>	TOTAL NOTICES SENT <u>7/6/87</u>

BOARD OF ZONING APPEALS
Tenth Floor - City Hall
455 North Main, Wichita, Kansas 67202

July 6, 1987

NOTICE TO ADJOINING PROPERTY OWNERS:

CASE NO. BZA 31-87

As required by law, all property owners of record within 200 feet of a property to be considered for an exception or variance by the Board of Zoning Appeals are to be notified of the public hearing. An application has been filed by HCA Health Services of Kansas, Inc., 550 N. Hillside, Wichita, Kansas 67214 requesting a variance.

Pursuant to Section 2.12.590.B, of the Code of the City of Wichita, the applicant is requesting a variance to increase the maximum building coverage from 33 1/3 percent to not more than 55 percent on property zoned the "BB" Office District. A legal description of the applicant's property is as follows:

Odd Lots 61 thru 79 and the north 15 feet of Lot 81 on Hillside Avenue and the east half of vacated alley adjacent on the west; and the west 86.5 feet of Ever Lots 50, 52 and 54 on Lorraine, except the north 5 feet of Lot 50 and except the west 5 feet of Lots 50, 52 and 54 for streets; and all of Even Lots 56 thru 100 on Lorraine, except the west 5 feet for street, and including the west half of vacated alley adjacent on the east; all in Resurvey of Buck's 2nd Addition to Wichita, Sedgwick County, Kansas. Generally located between Hillside and Lorraine and between Elm and Murdock.

This application has been assigned Case No. BZA 31-87. It will be considered by the Board of Zoning Appeals on July 28, 1987, at 1:30 p.m. in the Board Room, First Floor of City Hall, 455 North Main Street, Wichita, Kansas. If you have no interest in or objections to the requested variance you have no obligation to appear or comment. If you desire to appear at the Board meeting, you are invited to do so either in person or by agent or attorney.

If you have any questions about the application, please feel free to call the Wichita-Sedgwick County Metropolitan Area Planning Department at 268-4421.

NOTE: We have been advised by the Citizen Participation Organization staff that CPO Council "1B" will consider this case at their meeting to be held on Tuesday, July 21, 1987, at 7 p.m. at the William T. Atwater Community Center, 2750 East 18th Street North. Additional information regarding this CPO meeting may be obtained by calling the CPO office at 268-4516.

Jack H. Galbraith
Secretary

BOARD OF ZONING APPEALS

CASE NO. 31-87

CITY OF WICHITA, KANSAS

FILED 6-24-87

APPLICATION FOR VARIANCE

I. Name of Applicant HCA HEALTH SERVICES OF KANSAS, INC., d/b/a HCA WESLEY MEDICAL CENTER
 Mailing Address 550 North Hillside Phone 264-7323
 Name of Authorized Agent Kenneth P. Stewart
 Mailing Address 1030 First National Bank Bldg. Phone 264-7321
Wichita, Kansas 67202
 Relationship of applicant to property is that of attorney and agent
 (Owner, Tenant, Lessee, Other)

II. The variance requested is ~~approval of proposed Fitness Center HCA Wesley Medical Center under Code 28.04.080-42~~
an increase of the maximum building coverage from 33 1/3% to not more than 55%

for property located West side of Hillside between Elm and Murdock Avenue

and legally described as: (See attached Exhibit "A")

in the City of Wichita; and which is presently zoned per map attached, (Exhibit "B")

III. The applicant herein, or his authorized agent, acknowledges:

- a. That he has received an instruction sheet concerning the filing and hearing of this matter;
- b. That he has been advised of the fee requirements established by Section 2.12.580 of the Code of the City of Wichita (Ordinance No. 39-285); and that the appropriate fee is herewith tendered;
- c. That he has been advised of his right to bring action in the District Court of Sedgwick County to appeal the decision of the Board.
- d. That all documents are attached hereto as noted in paragraphs 2, 3, 4, and 5 of the instructions.

Applicant HCA HEALTH SERVICES OF KANSAS, INC., D/B/A HCA WESLEY MEDICAL CENTER

Authorized Agent Kenneth Stewart
KENNETH P. STEWART

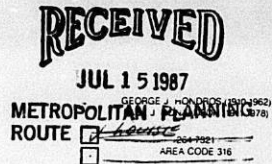
OFFICE USE ONLY: Received in Office of Secretary, Board of Zoning Appeals, 2 (a.m./p.m.), June 24, 1987 together with appropriate fee of \$300.00.

Signed Louise Olving

LAW OFFICES OF
BOYER, DONALDSON & STEWART
1030 FIRST NATIONAL BANK BUILDING
WICHITA, KANSAS 67202-3375

JOHN E. BOYER
KENNETH P. STEWART
JAMES R. HANSON
ROBERT L. SMITH
JOHN H. GIBSON
MICHAEL L. NORTH
PAMELA E. BAILEY
CARL L. WAGNER

July 14, 1987



Mr. Donald Losew
Metropolitan Area Planning Department
City of Wichita
455 North Main Street
Wichita, Kansas 67202

Re: Vacation North-South Alley/
Easement between Murdock and
Elm Street West of Hillside;
HCA/Health Services of Kansas,
Inc., applicant; Our File H-3080

Dear Mr. Losew:

Enclosed is the Consent to Vacation, Zone Change
Variance and appointment of agent of Mary J. Blood, record owner,
(seller) of the following described property, to-wit:

Odd Lots 49-63 on Hillside Avenue, in Resurvey of
Buck's 2nd Addition to Wichita, Sedgwick County, Kansas

which is submitted with respect to the above application as well
as the accompanying Application for Zone Change for Lots 50, 52
and 54, except the West 86.5 feet on Lorraine Avenue, and the
Application for Variance respecting the entire site between
Murdock and Elm, Hillside and Lorraine.

A photocopy is forwarded to Louise Olivarez for the
variance and zone change files.

Yours very truly,

BOYER, DONALDSON & STEWART

By: 

DW/KPS:bdr
Enclosure
cc: Mrs. Louise Olivarez

CONSENT TO VACATION, ZONE CHANGE, VARIANCE
AND APPOINTMENT OF AGENT

WHEREAS, the undersigned Mary J. Blood is record owner of the following-described property, to-wit:

Lots 49, 51, 53, 55, 57, 59, 61, and 63 on Hillside Avenue, in Resurvey of Buck's 2nd Addition to Wichita, Sedgwick County, Kansas,

with street address as 647-649-651-653-655-657 North Hillside, Wichita, Kansas but has sold said property to HCA Health Services of Kansas, Inc. by statutory warranty deed attached hereto, subject to payment of the purchase price therefor pursuant to that one certain real estate purchase contract dated March 13, 1986; and

WHEREAS, HCA Health Services of Kansas, Inc., as purchaser, has heretofore filed with the City of Wichita, Kansas Metropolitan Area Planning Department

- (1) Application for Vacation of the Alley/Easement

North/South alley/easement lying between Murdock Avenue and Elm Street West of Hillside in Resurvey of Buck's 2nd Addition to Wichita, Sedgwick County, Kansas;

- (2) Application for Variance covering the following-described real estate:

Parcel 1, including Lots 61, 63, 65, 67, 69, 71, 73, 75, 77, 79 and the North 15 feet of Lot 81, on Hillside Avenue in Resurvey of Buck's 2nd Addition to Wichita, Sedgwick County, Kansas;

Parcel 2, including the West 86.5 feet of Lot 50, except the North 5 feet, and except the West 5 feet thereof, and the West 86.5 feet of Lots 52 and 54, except the West 5 feet thereof, and Lots 56, 58, 60, 62, 64, 66, 68, 70, 72, 74, 76, 78, 80, 82, 84, 86, 88, 90, 92, 94, 96, 98 and 100, except the West 5 feet thereof, on Moser, now Lorraine Avenue, in Resurvey of Buck's 2nd Addition to Wichita, Sedgwick County, Kansas;

and

- (3) Application for Zone Change from "A" zoning district to "BB" zoning district for the following-described property, to-wit:

Lots 50, 52 and 54, except the West 86.5 feet, on Lorraine Avenue in Resurvey of Buck's 2nd Addition to Wichita, Sedgwick County, Kansas;

and

WHEREAS, the undersigned approves each of said applications as filed and consents to the requested applications,

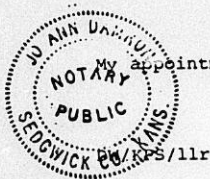
NOW, THEREFORE, in consideration of the premises and the necessary requirements of law, the undersigned Mary J. Blood does hereby approve each of the above applications and consents to the requested changes, hereby specifically authorizing Kenneth P. Stewart and any other member of the law firm of Boyer, Donaldson & Stewart to act as her agent and on her behalf to do everything necessary in the premises to accomplish the aforesaid applications.

EXECUTED this _____ day of July, 1987, effective retroactively to the respective dates of each of said applications.

Mary J. Blood
MARY J. BLOOD
3427 Edgemont
Wichita, Kansas 67208

SUBSCRIBED AND SWORN TO before me this 9th day of July, 1987.

Jo Ann Daniels
Notary Public



revised
EXHIBIT "A"

PARCEL 1

61,63
Lots 65, 67, 69, 71, 73, 75, 77, 79 and the North 15 feet of Lot 81, on Hillside Avenue in RESURVEY OF BUCK'S 2ND ADDITION to Wichita, Sedgwick County, Kansas.

PARCEL 4

The West 86.5 feet of Lot 50, except the North 5 feet, and except the West 5 feet thereof, and the West 86.5 feet of Lots 52 and 54, except the West 5 feet thereof, and Lots 56, 58, 60, 62, 64, 66, 68, 70, 72, 74, 76, 78, 80, 82, 84, 86, 88, 90, 92, 94, 96, 98 and 100, except the West 5 feet thereof, on Moser, now Lorraine Avenue, in RESURVEY OF BUCK'S 2ND ADDITION to Wichita, Sedgwick County, Kansas.

What about the vacated alley adjacent?

*revised legal
for only the
"BB" lots*

*received
Nov 6. 29. 87*

EXHIBIT "A"

EXHIBIT "A"

All revised legal

*includes everything except
the NE 8 lots. Only are these
left out?*

PARCEL 1.

Lots 65, 67, 69, 71, 73, 75, 77, 79 and the North 15 feet of Lot 81, on Hillside Avenue, in RESURVEY OF BUCK'S 2ND ADDITION to Wichita, Sedgwick County, Kansas.

PARCEL 2.

Lot 81, EXCEPT the North 15 feet thereof, and all of Lots 83, 85, and 87, on Hillside Avenue, in RESURVEY OF BUCK'S 2ND ADDITION to Wichita, Kansas, Sedgwick County, Kansas.

PARCEL 3.

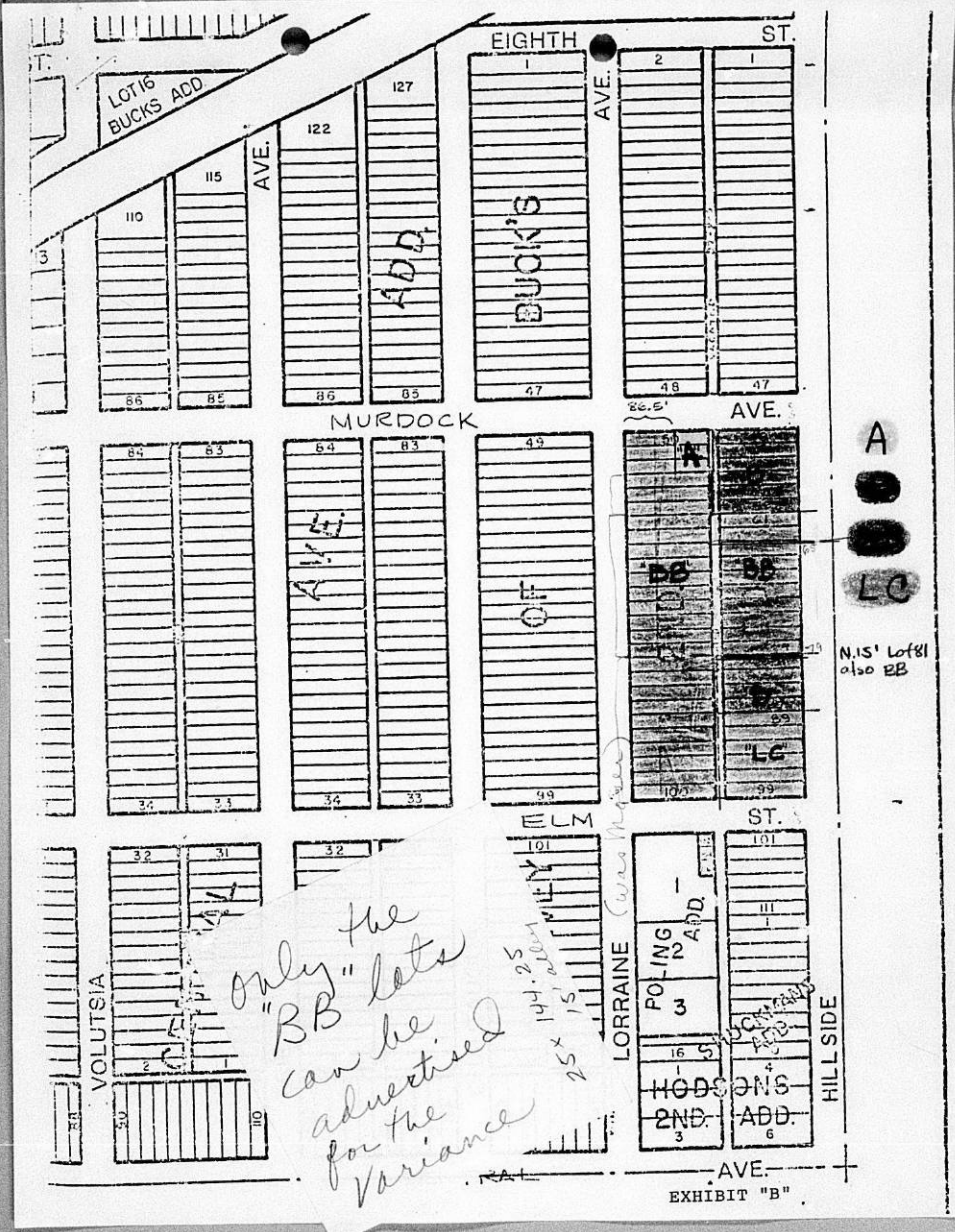
Lots 89, 91, 93, 95, 97 and 99 on Hillside Avenue, in RESURVEY OF BUCK'S 2ND ADDITION to Wichita, Sedgwick County, Kansas.

PARCEL 4.

Lots 50, 52, 54, 56, 58, 60, 62, 64, 66, 68, 70, 72, 74, 76, 78, 80, 82, 84, 86, 88, 90, 92, ~~94~~ 96, 98 and 100, except the West 5 feet thereof, on Moser, now Lorraine Avenue, in RESURVEY OF BUCK'S 2ND ADDITION to Wichita, Sedgwick County, Kansas.

What about the north 8 lots (lots 49-63 odd)?

EXHIBIT "A"



only the "BB" lots can be advertised for the variance

144.25
15' alley
25' 15'

A
●
●
LC
N.I.S. Lot 81 also BB

EXHIBIT "B"

STATEMENT IN SUPPORT OF APPLICATION FOR VARIANCE
OF HCA WESLEY MEDICAL CENTER

A. STATEMENT.

1. UNIQUENESS.

- (a) Subject property is part of the "Campus" of HCA Wesley Medical Center and the planned development is a further extension of health-care giving deemed essential to continue quality medical care.
- (b) Subject property is in the City Enterprise Zone specially designated for economic development. [Attachment I]
- (c) Building coverage is practical and represents an effective usage of the premises. It is eye-pleasing and will provide upgrade to the entire area including an attractive protective shield to the neighborhood located to the West.

2. NO ADVERSE EFFECT.

Adjacent property owners should be positively affected with attractive development planned for effective off-street parking and efficient traffic circulation.

3. HARDSHIP.

Enforcement would severely damage the Applicant in its proposed use to benefit healthcare delivery and enforcement would likewise cause serious obstruction to the economic development of expensive real estate.

4. Enforcement would seem to serve no necessary public benefit and approval of the variance will not adversely affect the public health, safety, morals, order, convenience, prosperity, or general welfare.

5. INTENT.

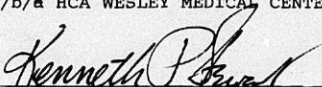
It is applicant's position that the intent of the Code section is that it should apply to "BB" office district zone property which is used for residential purposes. This is so because the topic heading for Section 4, Lot Area Per Family, identifies the subject matter of the section. The content of 4.1 indicates clearly that the concern for coverage:land is based upon the need for "green space" in a situation where residential housing is contemplated.

In the event this interpretation is not taken, then it is nevertheless believed that the reason for a one-third coverage ratio does not need to be applied in a planned development which has been presented as shown by the site plans.

The Applicant respectfully requests that approval to this variance be granted.

HCA HEALTH SERVICES OF KANSAS, INC.
d/b/a HCA WESLEY MEDICAL CENTER

By


Authorized Agent

received
6-24-87

Louise Olvera -
M.A.P.D. 10th Floor
City Bldg.

WESLEY MEDICAL CENTER: FITNESS CENTER/M.O.B.

CALCULATIONS FOR BUILDING COVERAGE/SITE AREA RATIO

GTG Job No. 86059
June 26, 1987

SITE AREA

"LC" Zone	22,762.50	
"B" Zone	15,175.00	
	22,762.50	
"A" Zone	4,605.00	(To be Rezoned "BB")
"BB" Zone	90,086.25	
	<u>37,937.50</u>	
	193,328.75	GSF (Total Site Area)
	132,628.75	GSF (Total "BB" Area: includes Rezoned "A" Parcel)
	<u>4,605.00</u>	
	128,023.75	

BUILDING AREAS

	<u>1st Floor GSF</u>	<u>Portion Zoned "BB"</u>
Garage	32,400	31,785
Fitness Center	26,749	19,388
M.O.B. Phase I	7,938	0
M.O.B. Phase II	9,288	8,772
Connector	5,000	5,000
Future Racquetball	<u>4,968</u>	<u>4,968</u>
	86,343 GSF	69,913 GSF
	(Total Level 1 All Phases)	(Level 1 "BB" Zoned Only)

SITE COVERAGE RATIOS

$$\frac{86,343}{193,328.75} = 44.6\% \text{ (Total Site)}$$

$$\frac{69,913}{132,628.75} = 52.7\% \text{ ("BB" Zoned Only) (includes current "A" parcel area)}$$

$$\text{Current "BB"} \frac{69,913}{128,023.75} = 54.6\%$$

$$\frac{69,913}{38,128} = 31.785$$

AMERICAN LAND TITLE ASSOCIATION
OWNER'S POLICY FORM B-1970
(Rev. 10-17-70 and 10-17-84)

17 0035 04 041894

CHICAGO TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS CONTAINED IN SCHEDULE B AND THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and costs, attorneys' fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested otherwise than as stated therein;
2. Any defect in or lien or encumbrance on such title;
3. Lack of a right of access to and from the land; or
4. Unmarketability of such title.

In Witness Whereof, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of the date of policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

Issued by:
THE SECURITY ABSTRACT &
TITLE COMPANY, INC.
434 North Main Street
Wichita, Kansas 67202
(316) 267-8371

CHICAGO TITLE INSURANCE COMPANY

By

Richard L. Pella,
President.



ATTEST:

Thomas J. Adams
Secretary.

IMPORTANT

This policy necessarily relates solely to the title as of the date of the policy. In order that a purchaser of the real estate described herein may be insured against defects, liens or encumbrances, this policy should be reissued in the name of such purchaser.

OWNERS FORM**SCHEDULE A**

1 OFFICE FILE NUMBER	2 POLICY NUMBER	3 DATE OF POLICY	4 AMOUNT OF INSURANCE
	17 035 04 41894	4-24-86 @ 5:00 P.M.	

1. Name of Insured:

HCA Health Services of Kansas, Inc.

2. The estate or interest in the land described herein and which is covered by this policy is:
Fee simple

- 3. The estate or interest referred to herein is at Date of Policy vested in ~~the insured~~ Mary J. Blood.**
4. The land herein described is encumbered by the following mortgage or trust deed, and assignments:

None

and the mortgages or trust deeds, if any, shown in Schedule B hereof.

5. The land referred to in this policy is described as follows:

Lots 49, 51, 53, 55, 57, 59, 61 and 63, on Hillside Avenue, in Resurvey of Buck's 2nd Addition to Wichita, Sedgwick County, Kansas.

This policy valid only if Schedule B is attached.

FORM 3214 R. 7/79

OWNERS FORM

SCHEDULE B

FORM 3624

Policy Number 17 035 04 41894
Owners

This policy does not insure against loss or damage by reason of the following exceptions:

General Exceptions:

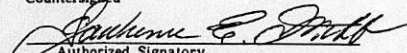
- (1) Rights or claims of parties in possession not shown by the public records.
- (2) Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
- (3) Easements or claims of easements not shown by the public records.
- (4) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- (5) Taxes or special assessments which are not shown as existing liens by the public records.

Special Exceptions: The mortgage, if any, referred to in Item 4 of Schedule A.

6. General taxes and special assessments for the year 1986 and subsequent years not now delinquent.
7. Terms, provisions, conditions and limitations contained in the Installment Contract for Deed dated April 24, 1986, by and between Mary J. Blood, a single person, Seller; and HCA Health Services of Kansas, Inc., Buyer.

NOTE: This policy does not insure the validity or enforceability of said Installment Contract for Deed.

Countersigned


Authorized Signatory

ps

Schedule B of this Policy consists of 1 pages.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy:

1. (a) Governmental police power.
(b) Any law, ordinance or governmental regulation relating to environmental protection.
(c) Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part.
(d) The effect of any violation of the matters excluded under (a), (b) or (c) above, unless notice of a defect, lien or encumbrance resulting from a violation has been recorded at Date of Policy in those records in which under state statutes deeds, mortgages, lis pendens, liens or other title encumbrances must be recorded in order to impart constructive notice to purchasers of the land for value and without knowledge; provided, however, that without limitation, such records shall not be construed to include records in any of the offices of federal, state or local environmental protection, zoning, building, health or public safety authorities.
2. Rights of eminent domain unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; or (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

CONDITIONS AND STIPULATIONS

1. Definition of Terms

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company may have had against the named insured, those who succeed to the interest of such insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage hereunder.

(c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records.

(d) "land": the land described, specifically or by reference in Schedule A, and improvements affixed thereto which by law constitute real property; provided, however, the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": those records which by law impart constructive notice of matters relating to said land.

2. Continuation of Insurance after Conveyance of Title

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured so long as such insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from such insured, or so long as such insured shall have liability by reason of covenants of warranty made by such insured in any transfer or conveyance of such estate or interest; provided, however, this policy shall not continue in force in favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by a purchase money mortgage given by such insured.

3. Defense and Prosecution of Actions—Notice of Claim to be given by an Insured Claimant

(a) The Company, at its own cost and without undue delay, shall provide for the defense of an insured in all litigation consisting of actions or proceedings commenced against such insured, or a defense interposed against an insured in an action to enforce a contract for a sale of the estate or interest in said land, to the extent that such litigation is founded upon an alleged defect, lien, encumbrance, or other matter insured against by this policy.

(b) The insured shall notify the Company promptly in writing (i) in case any action or proceeding is begun or defense is interposed as set forth in (a) above, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If such prompt notice shall not be given to the Company, then as to such insured all liability of the Company shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any such insured under this policy unless the Company shall be prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as insured, and the Company may take any appropriate action under the terms of this policy, whether or not it shall be liable thereunder, and shall not thereby concede liability or waive any provision of this policy.

(d) Whenever the Company shall have brought any action or interposed a defense as required or permitted by the provisions of this

policy, the Company may pursue any such litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(e) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured hereunder shall secure to the Company the right to prosecute or provide defense in such action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for such purpose. Whenever requested by the Company, such insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse such insured for any expense so incurred.

4. Notice of Loss—Limitation of Action

In addition to the notices required under paragraph 3(b) of these Conditions and Stipulations, a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within 90 days after such loss or damage shall have been determined and no right of action shall accrue to an insured claimant until 30 days after such statement shall have been furnished. Failure to furnish such statement of loss or damage shall terminate any liability of the Company under this policy as to such loss or damage.

5. Options to Pay or Otherwise Settle Claims

The Company shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against or to terminate all liability and obligations of the Company hereunder by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment, by the insured claimant and authorized by the Company.

6. Determination and Payment of Loss

(a) The liability of the Company under this policy shall in no case exceed the least of:

(i) the actual loss of the insured claimant; or

(ii) the amount of insurance stated in Schedule A.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by the Company for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of the Company.

(c) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

7. Limitation of Liability

No claim shall arise or be maintainable under this policy (a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, as insured, within a reasonable time after receipt of such notice; (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as insured, as provided in paragraph 3 hereof; or (c) for liability voluntarily assumed by an insured in settling any claim or suit without prior written consent of the Company.

8. Reduction of Liability

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

9. Liability Noncumulative

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under

CONDITIONS AND STIPULATIONS (Continued on Reverse Side)

CONDITIONS AND STIPULATIONS (Continued)

any policy insuring either (a) a mortgage shown or referred to in Schedule B hereof which is a lien on the estate or interest covered by this policy, or (b) a mortgage hereafter executed by an insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy. The Company shall have the option to apply to the payment of any such mortgages any amount that otherwise would be payable hereunder to the insured owner of the estate or interest covered by this policy and the amount so paid shall be deemed a payment under this policy to said insured owner.

10. Apportionment

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of said parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each such parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement herein or by an endorsement attached hereto.

11. Subrogation Upon Payment or Settlement

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and if requested by the Company, such insured claimant shall transfer to the Company all rights

and remedies against any person or property necessary in order to perfect such right of subrogation and shall permit the Company to use the name of such insured claimant in any transaction or litigation involving such rights or remedies. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If loss should result from any act of such insured claimant, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation.

12. Liability Limited to this Policy

This instrument together with all endorsements and other instruments, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company.

Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this policy.

No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. Notices, Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to its principal office at 111 West Washington Street, Chicago, Illinois 60602, or at any branch office of the Company.

FORM 3507 - Rev. 11/84

CHICAGO
TITLE INSURANCE
COMPANY
111 WEST WASHINGTON STREET
CHICAGO, ILLINOIS 60602



POLICY
OF
TITLE
INSURANCE

American Land Title Association
Owner's Policy Form B-1970
(Rev. 10-17-70 and 10-17-84)

BOARD OF ZONING APPEALS
Tenth Floor - City Hall
455 North Main, Wichita, Kansas 67202

July 6, 1987

NOTICE TO ADJOINING PROPERTY OWNERS:

CASE NO. BZA 31-87

As required by law, all property owners of record within 200 feet of a property to be considered for an exception or variance by the Board of Zoning Appeals are to be notified of the public hearing. An application has been filed by HCA Health Services of Kansas, Inc., 550 N. Hillside, Wichita, Kansas 67214 requesting a variance.

Pursuant to Section 2.12.590.B, of the Code of the City of Wichita, the applicant is requesting a variance to increase the maximum building coverage from 33 1/3 percent to not more than 55 percent on property zoned the "BB" Office District. A legal description of the applicant's property is as follows:

Odd Lots 61 thru 79 and the north 15 feet of Lot 81 on Hillside Avenue and the east half of vacated alley adjacent on the west; and the west 86.5 feet of Even Lots 50, 52 and 54 on Lorraine, except the north 5 feet of Lot 50 and except the west 5 feet of Lots 50, 52 and 54 for streets; and all of Even Lots 56 thru 100 on Lorraine, except the west 5 feet for street, and including the west half of vacated alley adjacent on the east; all in Resurvey of Buck's 2nd Addition to Wichita, Sedgwick County, Kansas. Generally located between Hillside and Lorraine and between Elm and Murdock.

This application has been assigned Case No. BZA 31-87. It will be considered by the Board of Zoning Appeals on July 28, 1987, at 1:30 p.m. in the Board Room, First Floor of City Hall, 455 North Main Street, Wichita, Kansas. If you have no interest in or objections to the requested variance, you have no obligation to appear or comment. If you desire to appear at the Board meeting, you are invited to do so either in person or by agent or attorney.

If you have any questions about the application, please feel free to call the Wichita-Sedgwick County Metropolitan Area Planning Department at 268-4421.

NOTE: We have been advised by the Citizen Participation Organization staff that CPO Council "1B" will consider this case at their meeting to be held on Tuesday, July 21, 1987, at 7 p.m. at the William T. Atwater Community Center, 2750 East 18th Street North. Additional information regarding this CPO meeting may be obtained by calling the CPO office at 268-4516.

Jack H. Galbraith
Secretary

THE CITY OF WICHITA

BOARD OF ZONING APPEALS
CITY HALL - TENTH FLOOR
455 NORTH MAIN STREET
WICHITA, KANSAS 67202-1688

PRESORTED
FIRST-CLASS



RECEIVED 31-87

JUL 09 1987

METROPOLITAN PLANNING
ROUTE _____

Christman & Webster
Real Estate Partnership
550 N. Lorraine
Wichita, KS 67214

WEB 50X 21072081 07/07/87

RETURN TO SENDER
NO FORWARDING ORDER ON FILE
UNABLE TO FORWARD

OWNERSHIP LIST

Lot	Addition	Property Owner
Lots 37, 39, 41, 43, 45, and 47, together with the East 7.5 feet of vac. alley adj. sd. lots on the West, exc. the South 5 feet of Lot 47, for street	Resurvey of Buck's 2nd Addition, on Hillside	HCA Health Services of Kansas Inc. c/o Easley, McCaleb & Stallings Ltd. P.O. Box 98309 Atlanta, GA 30359
Odd Lots 49-63, inclusive	"	Mary J. Blood 3427 Edgemont Wichita, KS 67208
Odd Lots 65-99, inclusive	"	HCA Health Services of Kansas Inc. c/o Easley, McCaleb & Stallings Ltd. P.O. Box 98309 Atlanta, GA 30359
Odd Lots 101-111, inclusive	"	Hillside Properties 430 N. Market Wichita, KS 67202
Lots 38, 40, 42, 44, 46 & 48, except the East 2.5 feet and exc. the West 5 feet	On Lorraine	City of Wichita 435 N. Main Wichita, KS 67202
Lot 50, exc. the North 5 feet and exc. the West 5 feet and Lots 52 & 54, exc. the West 5 feet, and Even Lots 56-100, inclusive, exc. the West 5 feet	"	HCA Health Services of Kansas Inc. c/o Easley, McCaleb & Stallings Ltd. P.O. Box 98309 Atlanta, GA 30359
Lot 1	Poling Addition	Christman & Webster Real Estate Partnership 550 N. Lorraine Wichita, KS 67214
Lot 1	Wesley Medical Center Addition	HCA Health Services of Kansas Inc. c/o Easley, McCaleb & Stallings Ltd. P.O. Box 98309 Atlanta, GA 30359
Lot 1	Wesley Medical Center 3rd Addition	Same As Above

application

*Rob Smith and
HCA Health Services
of Kansas Inc.
P.O. Box 98309
Atlanta, GA 30359*

letter returned

<u>Lot</u>	<u>Addition</u>	<u>Property Description</u>
Lot 39	Resurvey of Buck's 2nd Addition, Chautauqua & Lorraine	✓ Oliver A. Witterman 313 Morningside Dr. Wichita, KS 67218
The E $\frac{1}{2}$ of Lots 41 & 43	"	✓ William L. Miller Priscilla R. Miller 807 N. Lorraine Wichita, KS 67214
The W $\frac{1}{2}$ of Lots 41 & 43	"	✓ Guaranteed Home Sales, Inc. 3335 E. 1st St. 1550 S. Broadway Wichita, KS 67211 08-2206
The W $\frac{1}{2}$ of Lots 45 & 47	"	✓ Gregory E. McKee 7628 E. 26th Wichita, KS 67226
The E $\frac{1}{2}$ of Lots 45 & 47	"	✓ Walter R. Ross Carolyn M. Ross 803 N. Lorraine Wichita, KS 67214
The W $\frac{1}{2}$ of Lots 49 & 51	"	✓ Eva Mae Wineinger 660 N. Chautauqua Wichita, KS 67214
The E $\frac{1}{2}$ of Lots 49 & 51	"	✓ Don E. Graves Christina K. Graves 649 N. Lorraine Wichita, KS 67214
The E $\frac{1}{2}$ of Lots 53, 55, 57, 59, 61 & 63	"	✓ HCA Health Services of Kansas Inc. c/o Easley, McCaleb & Stallings Ltd. P.O. Box 98309 Atlanta, GA 30359
The West 103.5 feet of Lots 53 & 55	"	✓ Dean Wesley Stringer 2422 S. St. Clair Wichita, KS 67217
The W $\frac{1}{2}$ of Lots 57 & 59	"	✓ Cleo Curtis Hawkins 642 N. Chautauqua 1712 N. Wichita, KS 67214 LORRAINE -2409
W $\frac{1}{2}$ of Lots 61 & 63	"	✓ John W. Welch Gertrude Welch 902 E. Enmar Springdale, AR 72764
The W $\frac{1}{2}$ of Lots 65 & 67	"	✓ Loren Steele 627 N. St. Clair Wichita, KS 67203
The E $\frac{1}{2}$ of Lots 65 & 67	"	✓ Barney J. Iles Esther M. Iles 633 N. Lorraine Wichita, KS 67214

Lot	Addition	Property Owner
The East 104 feet of Lots 69 & 71	Resurvey of Buck's 2nd Addition, Chautauqua & Lorraine	^{627 N. Lorraine} Eloise J. Baker Address Unknown 67214
The West 103 feet of Lots 69 & 71	"	Verne Godsey Viola M. Godsey 628 N. Chatauqua Wichita, KS 67214
Lots 73, 75 & 77, exc. the East 103.5 feet	"	Ethel H. Mudd Lola E. Mote 624 N. Chautauqua Wichita, KS 67214
The East 103.5 feet of Lots 73, 75 & 77	"	Lino J. Jimenez 620 Butler Valley Center, KS 67147
The E $\frac{1}{2}$ of Lots 79 & 81	"	HCA Health Services of Kansas Inc. c/o Easely, McCaleb & Stallings Ltd. P.O. Box 98309 Atlanta, GA 30359
The W $\frac{1}{2}$ of Lots 79 & 81	"	Ira Isley Sara M. Isley 2932 N. Terrace Wichita, KS 67220
The West 100 feet of Lots 83, 85, 87, 89 & 91	"	Loris G. Bielfeldt Mary Bielfeldt 614 N. Chautauqua Wichita, KS 67214
The East 107 feet of Lots 83 & 85	"	Ezra E. Beard Martha H. Beard 619 N. Lorraine Wichita, KS 67214
The East 107 feet of Lots 87, 89 & 91	"	Robert P. Norris Geraldine B. Norris 8649 Cherry Creek Ct. Wichita, KS 67207
The E $\frac{1}{2}$ of Lots 93 & 95	"	Q. C. Vandiver Martha E. Vandiver 607 N. Lorraine Wichita, KS 67214
The W $\frac{1}{2}$ of Lots 93 & 95	"	Ivan L. Wells Violet Louise Wells 7625 Dublin Wichita, KS 67206
The W $\frac{1}{2}$ of Lots 97 & 99	"	Same As Above
The E $\frac{1}{2}$ of Lots 97 & 99	"	Same As Above

Lot	Addition	Property Owner
The W $\frac{1}{2}$ of Lots 101 & 103	Resurvey of Buck's 2nd Addition, Chatauqua & Lorraine	Colista I. Sage Anthony T. Sage c/o Ivan Wells 7625 E. Dublin Wichita, KS 67206
The E $\frac{1}{2}$ of Lots 101 & 103	"	Ivan L. Wells Violet Louise Wells 7625 Dublin Wichita, KS 67206
The E $\frac{1}{2}$ of Lots 105 & 107	"	Same As Above
The W $\frac{1}{2}$ of Lots 105 & 107	"	H. N. Babcock c/o Howard Babcock Jr. 6207 E. 10th Wichita, KS 67208
The East 103 $\frac{1}{2}$ feet of Lot 109	:	Ivan L. Wells Louise V. Wells 7625 Dublin Wichita, KS 67206

We hereby certify the foregoing to be a true and correct list of the property owners of the hereinbefore described lots within a 200 foot radius of:

*(should have included lots 91-99
should have deleted lots 91-99)*

*includes too much to SE,
not enough to NE!*

Lots 65, 67, 69, 71, 73, 75, 77, 79 and the North 15 feet of Lot 81, on Hillside Avenue, in Resurvey of Buck's 2nd Addition to Wichita, Sedgwick County, Kansas.

AND
Lot 81, except the North 15 feet thereof, and all of Lots 83, 85, and 87, on Hillside Avenue, in Resurvey of Buck's 2nd Addition to Wichita, Kansas, Sedgwick County, Kansas.

AND
Lots 89, 91, 93, 95, 97, 99 on Hillside Avenue, in Resurvey of Buck's 2nd Addition to Wichita, Sedgwick County, Kansas.

AND
Lots 50, 52, 54, 56, 58, 60, 62, 64, 66, 68, 70, 72, 74, 76, 78, 80, 82, 84, 86, 88, 90, 92, 94, 96, 98 and 100, except the West 5 feet thereof, on Moser, now Lorraine Avenue, in Resurvey of Buck's 2nd Addition to Wichita, Sedgwick County, Kansas.

as shown by the last deed of record on file in the Office of the Register of Deeds, Sedgwick County, Kansas, on the 16th day of June, 1987, at 7:00 o'clock A.M.

THE SECURITY ABSTRACT AND TITLE COMPANY, INC.

By *Mary Gable*
Sr. Vice-President

Order No. 381171
nj

GOULD
TURNER
GROUP

RECEIVED

MAY 26 1987

METROPOLITAN PLANNING

ROUTE _____

May 18, 1987

Wesley Medical Center
Health Strategies, Inc./M.O.B.
Wichita, KS
HCA Account No. 32309
GTG Project No. 86059.1

MEETING NOTES

Those present: Ken Stewart/Boyer, Donaldson, & Stewart, Attorneys
Jack Galbreath/WPC
Louise Olivarez/WPC
Randy Caldwell/CESP
Randy Dover/GTG

Meeting in Wichita City Planning Department on Wednesday, May 13, 1987:

1. The "uses" proposed are allowed within the "B", "BB", and "LC" zoned areas of the subject property; the "A" zoned parcel will need to be rezoned to permit any of the proposed uses to take place within its boundary.
2. No replatting should be necessary.
3. The vacation and relocation of the existing north/south alley running through the property will be required.
4. Calculations detailing the exact percentage of the building/land coverage ratio must be performed. The Board of Zoning Appeals will possibly grant a variance for a building/land percentage in excess of 33% for this proposed project given the excess of landscaping and given the additional amount of setbacks proposed. The building/land ratio should include all future phases such as the proposed racquetball court area; however, the outdoor pool area will not need to be counted.
5. Based on a "Total Campus Concept", part of the possible excess of parking currently provided by the Wesley Medical Center could be applied towards the proposed project's parking requirements; however, it is Wesley Medical Center's intent to provide the necessary parking on-site for the proposed project.
6. To rezone the "A" zoned parcel, the current "Life Estate" status of the parcel must be resolved.
7. A minimum of 60 days is required to gain approval for a variance concerning the building/land coverage ratio and the vacation and relocation of the existing utility easement.

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8. The current project as proposed, meets all of the restrictions concerning height limitations and required setbacks.

lp

xc: All present
J. Michael Could/GTG
Terry Dotson/HCA
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 City of Wichita

Bldg.	Use of Str.	Code Bks	Copies
Elec	Elev. Insp.	Hse Moving	Lic.
Mech	Boiler Insp.	Pav. Cuts	Cert.
Plbg	Exam Fees	Sewer	Elev.
Signs	Plan Rev. (P.W.)	Cement	M.S.P.
	Planning		

DESCRIPTION	AMOUNT
NAME	
ADDRESS	
FUND	DUE DATE
COMMENTS	
DATE	BY

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On 35mm Microfilm

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